EXHIBIT F

TO THE DECLARATION OF STEVE W. BERMAN IN OPPOSITION TO MOTION TO COMPEL "PROPER ANSWERS" TO BMS' CONTENTION INTERROGATORIES

AO 88 (Rev. 1/94) Subpoena in a Civil Case

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

In re: PHARMACEUTICAL INDUSTRY AVERAGE WHOLESALE PRICE LITIGATION	SUBPOENA IN A CIVIL CASE MDL NO. 1456 Civil Action No. 01-12257-PBS (case pending in D. Mass.) Judge Patti B. Saris
THIS DOCUMENT RELATES TO THE MASTER CONSOLIDATED CLASS ACTION	

TO: Board of Trustees
International Foundation of Employee Benefit Plans
18700 W. Bluemound Road
Brookfield, WI 53045

☐ **YOU ARE COMMANDED to appear in the United States District Court at the place, date, and time specified below to testify in the above case.**

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

☐ **YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.**

PLACE OF DEPOSITION	DATE AND TIME

☒ **YOU ARE COMMANDED to produce and permit inspection and copying of the documents set forth in and attached hereto as Exhibit A at the place, date, and time specified below:**
See Exhibit A, attached hereto.

PLACE:	DATE AND TIME:
International Foundation of Employee Benefit Plans 18700 W. Bluemound Road Brookfield, WI 53045	August 16, 2004 at 10:00 a.m.

☐ **YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.**

PREMISES	DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)	DATE
Attorneys for Defendants Bristol-Myers Squibb Co., Oncology Therapeutics Network Corp. and Apothecon, Inc. on behalf of all defendants to the Amended Master Consolidated Class Action Complaint	July 14, 2004

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER
Lyndon M. Tretter, Esq.
Hogan & Hartson L.L.P.
875 Third Avenue
New York, NY 10022
(212) 918-3000

(See Rule 45, Federal Rules of Civil Procedure, Parts C & D on Reverse)

AO 88 (Rev. 1/94) Subpoena in a Civil Case

PROOF OF SERVICE		
SERVED	DATE	PLACE
SERVED ON (PRINT NAME)	MANNER OF SERVICE	
SERVED BY (PRINT NAME)	TITLE	

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____
DATE

_____
SIGNATURE OF SERVER

_____
ADDRESS OF SERVER

_____

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(C) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to, lost earnings and reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party service the subpoena shall not be entitled to inspect and copy materials or inspect the premises expect pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c) (3) (B) (iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party of an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

SCHEDULE A

Pursuant to Rule 45 of the Federal Rules of Civil Procedure, Bristol-Myers Squibb Company, Oncology Therapeutics Network Corporation and Apothecon, Inc., by their counsel, request that the International Foundation of Employee Benefit Plans produce the documents responsive to the requests listed below:

DEFINITIONS

1. "You" or "your" means the International Foundation of Employee Benefit Plans and any of its past or present trustees, officials, officers, fiduciaries, representatives, agents, assigns, attorneys, employees, divisions, departments, affiliates, and all other persons or entities acting or purporting to act on its behalf or under its control.

2. The term "Medicare" shall mean and refer to the Federal program enacted in 1965 under Title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq.*, to pay for the costs of certain medical services and care.

3. The term "Medicare Part B" refers to the type of Medicare Program that covers the cost of certain prescription drugs, including without limitation, those administered through injection, infusion, or inhalant.

4. The terms "Health Care Financing Administration" ("HCFA") and "Centers for Medicare and Medicaid Services" ("CMS") shall mean and refer to the division for the United States Health and Human Services directly responsible for the administration of the Medicare and Medicaid programs.

5. "AMCC" means the Amended Master Consolidated Class Action Complaint filed in connection with MDL Docket No. 1456, Civil Action No. 01-12257-PBS, in the United States District Court for the District of Massachusetts.

6. "AMP" or "Average Manufacturer Price" shall have the meaning set forth in 42 U.S.C. § 1396r-8(k)(1).

7. "AWP" or "Average Wholesale Price" means the benchmark price for drugs as periodically published by one or more pharmaceuticals industry compendia, including the Drug Topics Red Book (the "Red Book"), American Druggist First Databank Annual Directory of Pharmaceuticals ("First DataBank"), Essential Directory of Pharmaceuticals (the "Blue Book") and Medi-Span's Master Drug Database ("Medi-Span").

8. "And" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the request any information that might otherwise be construed to be outside its scope.

9. "Auditor" means any independent entity that provides an independent, third-party audit review of any aspect of medical coverage or services provided by any health plan or health and welfare fund to any of its participants or beneficiaries.

10. "Benefit Consultant" means any person or entity that provides information, counsel, or advice to any health plan or health and welfare fund regarding any medical benefit or service provided by any health plan or health and welfare fund to any participant or beneficiary.

11. "Best Price" shall have the meaning ascribed to that term pursuant to 42 U.S.C. § 1396r-8(c)(1)(C).

12. "Communication" means the transmittal of information (in the form of facts, ideas, inquiries, or otherwise).

13. "Concerning" means referring to, describing, evidencing, or constituting.

14. "Copy" or "Copies" when used in reference to a document means any color or black-and-white reproduction of a document, regardless of whether the reproduction is

made by means of carbon paper pressure, sensitive paper, photostat, xerography, or other means or process.

15. "Document" means the original and each non-identical copy of a document in any medium, including electronic form, whether or not it was communicated to any person other than the author, and shall include but not be limited to, writings, printings, photographs, photocopies, tapes, recordings, video recordings, electronic data, e-mails, and any other symbolic representations in your possession, custody or control or known or believed by you to exist.

16. "EAC" or "Estimated Acquisition Cost" shall have the meaning ascribed to that term pursuant to 42 C.F.R. § 447.301.

17. "Independent Practice Association" means any organized group of providers whose members provide health care to any participant or beneficiary.

18. "MAC" means Maximum Allowable Cost and includes the meaning ascribed to that term pursuant to 42 C.F.R. § 442.332.

19. "Manufacturer" means a company that manufactures pharmaceutical products, including, without limitation, the subject drugs (as defined below).

20. "Named Plaintiffs" means the plaintiffs in the AMCC, specifically: (i) the Board of Trustees of Carpenters and Millwrights of Houston and Vicinity Welfare Trust Fund; (ii) Teamsters Health & Welfare Fund of Philadelphia and Vicinity; (iii) Twin Cities Bakery Workers Health and Welfare Fund; (iv) United Food and Commercial Workers Unions and Employers Midwest Health Benefits Fund; (v) Philadelphia Federation of Teachers Health and Welfare Fund; or (vi) Man-U Service Contract Trust Fund, (vii) Vermont Public Interest

Research Group, (viii) Wisconsin Citizen Action, (ix) New York StateWide Senior Action Council, (x) Citizen Action of New York and (xi) Citizens for Consumer Justice.

21. "PBM" or "pharmacy benefit manager" means organizations that provide administrative services in analyzing and processing prescription claims for pharmacy benefit and coverage programs, and that may establish payment levels for provider pharmacies and negotiate rebates for the manufacturer.

22. The terms "Participant" and "Beneficiary" mean a person for whom a health plan or health and welfare fund provides any medical or health insurance benefit.

23. "Price" means any payment made for a drug with or without discounts, rebates or other incentives affecting the cost of the drug, including reimbursement of other parties for drug-related expenditures.

24. "Provider" means any non-government entity or program that reimburses Providers for drugs or health care services, including, but not limited to, health insurance companies, health maintenance organizations, preferred provider organizations, self insurance plans, health plans, union, and welfare and benefit funds.

25. "Publisher" means an entity that publishes a listing of pharmaceutical prices, and includes publications identified in Health Care Financing Administration Program Memorandum AB-99-63 and includes FirstDataBank, Red Book, Blue Book and Medispan.

26. "Relating" means in any way concerning or referring to, consisting of, involving, regarding or connected with the subject matter of the request.

27. "Subject drug" or "subject drugs" means one or more of drugs listed on Exhibit A hereto.

28. "Third party administrator" or "TPA" means any entity that provides administrative services to any health plan, health and welfare fund, or self-insured employers related to any medical benefit provided to any participant or beneficiary.

29. "WAC" means wholesale acquisition cost or the list prices for sales by manufacturers to wholesalers.

30. "Wholesaler" means any entity that purchases subject drugs from a manufacturer and resells such drugs to any other entity.

INSTRUCTIONS

1. Unless otherwise specifically stated, the requests below refer to the time period from January 1, 1991 to the present.

2. The singular form of a noun or pronoun shall include within its meaning the plural form of the noun or pronoun and vice versa; the masculine form of a pronoun shall include within its meaning the feminine form of the pronoun and vice versa; and the use of any tense of any verb shall include within its meaning all other tenses of the verb.

3. Each request for production of documents extends to all documents in the possession, custody, or control of you or anyone acting on your behalf. A document is to be deemed in your possession, custody, or control if it is in your physical custody, or if it is in the physical custody of any other person and you (a) own such document in whole or in part; (b) have a right, by contract, statute, or otherwise, to use, inspect, examine, or copy such document on any terms; (c) have an understanding, express or implied, that you may use, inspect, examine, or copy such document on any terms; or (d) have, as a practical matter, been able to use, inspect, examine, or copy such document when you sought to do so.

4. If production is requested of a document that is no longer in your possession, custody, or control, your response should state when the document was most recently in your possession, custody, or control, how the document was disposed of, and the identity of the person, if any, presently in possession, custody, or control of such document. If the document has been destroyed, state the reason for its destruction.

5. Provide the following information for each document withheld on the grounds of privilege:

(a) its date;

(b) its title;

(c) its author;

(d) its addressee(s);

(e) the specific privilege under which it is withheld;

(f) its general subject matter; and

(g) a description of it that you contend is adequate to support your contention that it is privileged.

6. These requests for production of documents are continuing in nature pursuant to Rule 26 of the Federal Rules of Civil Procedure so as to require, whenever necessary, continuing production and supplementation of responses between the initial date for production set forth above and the time of trial.

7. The documents produced must be produced as they are kept in the usual course of business or organized and labeled to correspond with the request number to which the documents are responsive.

8. To the extent that you consider any of the following requests for production of documents objectionable, please respond to the remainder of the production

request, and separately state the part of each request to which you object and each ground for each objection.

DOCUMENTS TO BE PRODUCED

1. All documents relating to the definition, meaning, or significance of AWP.

2. All documents relating to the definition, meaning, or significance of the WAC.

3. All documents relating to the "buyer's club" or "buyers' group" referenced in the June 12, 2004, *New York Times* article entitled, "Big Employers Join Forces In Effort To Negotiate Lower Drug Prices."

4. All documents relating to analyses, reports, policies, guidelines, and/or procedures regarding the provision of, billing of, expense or reimbursement of prescription drugs.

5. All documents relating to analyses, reports, policies, guidelines and/or procedures regarding the provision of, billing of, expense or reimbursement of medical services provided incident to the administration of prescription drugs.

6. All documents relating to efforts by you, or any of your members to influence legislation, regulations or agency policies or practices regarding the use of AWP as a reimbursement benchmark, the definition, meaning or significance of AWP or prescription drug costs or reimbursements.

7. All documents including, but not limited to, position statements, policy statements, white papers and congressional hearing testimony transcripts relating to the consequences of HCFA's, CMS's (including Medicare carriers), and Congress' attempts to change AWP-based reimbursement for Medicare Part B drugs.

8. All communications between you and any of your members relating to costs of or reimbursements for prescription drugs.

9. All communications between you and any other person or entity, including but not limited to, pharmacy benefit managers, benefits consultants, other consultants, third party administrators, auditors, wholesalers, manufacturers, independent practice associations, pharmacies, providers, trade groups or trade associations relating to costs of or reimbursements for prescription drugs.

10. All communications with Hewitt Associates.

11. All minutes from meetings where pharmaceutical costs or reimbursements were discussed.

12. All documents relating to or reflecting your awareness that the costs to providers of subject drugs are different from the amounts providers are reimbursed for subject drugs.

13. All documents concerning any internal or external, formal or informal, investigations, studies, research, assessments, analyses, reviews or audits regarding drug pricing, reimbursement or payment amounts or rates.

14. To the extent not otherwise produced, all documents concerning AWP, AMP, WAC, MAC (including, but not limited to, all MAC lists), EAC, Best Price or any other drug pricing, payment or reimbursement information for any subject drug.

15. All documents created by or received from CMS, United States Department of Health and Human Services, The Health and Human Services Office of the Inspector General, the General Accounting Office, Congress or any other federal or state institution, agency, department, or office regarding the pricing of or reimbursement for prescription drugs.

16. All documents provided to CMS, United States Department of Health and Human Services, the Department of Health and Human Services Office of the Inspector General, the

General Accounting Office, Congress, or any other federal or state institution, agency, department, or office regarding the pricing of or reimbursement for any subject drug.

17. All documents, including correspondence, that report, discuss, or evaluate the existence and magnitude of undisclosed discounts or rebates from manufacturers.

18. All documents relating to the profitability of person in the pharmaceutical distribution chain, including, but not limited to, manufacturers, wholesalers, distributors, PBMs, insurers, third party administrators, pharmacies, independent practice associations and providers.

19. All documents relating to the Named Plaintiffs, including without limitation:

(a) all communications with the Named Plaintiffs, including counsel for the Named Plaintiffs; and

(b) reports provided to and received from the Named Plaintiffs.

20. All current and historical organizational charts for all of your departments.

EXHIBIT A

ALL DRUGS LISTED BELOW ARE SUBJECT TO THESE DISCOVERY REQUESTS

Company	Drug Name
Abbott	Acetylcyst
Abbott	Acyclovir
Abbott	A-Methapred
Abbott	Amikacin
Abbott	Amikacin Sul
Abbott	Aminosyn
Abbott	Biaxin
Abbott	Calcijex
Abbott	Cimetidine
Abbott	Clindamycin
Abbott	Depakote
Abbott	Depakote SPR
Abbott	Dextrose
Abbott	Dextrose w/ Sodium Chloride
Abbott	Diazepam
Abbott	Ery-Tab
Abbott	Erythromycin Cap
Abbott	Erythromycin Tab Bs
Abbott	Fentanyl Cit
Abbott	Fursodemide
Abbott	Gentamicin
Abbott	Heparin Lock
Abbott	Leucovor CA
Abbott	Lorazepam
Abbott	Prevacid Cap
Abbott	Prevacid Gra
Abbott	Sod Chloride
Abbott	Sodium Chloride Sol
Abbott	Tobra/Nacl
Abbott	Tobramycin
Abbott	Vancomycin
Allen & Hanburys	Beconanse AQSPR
Allen & Hanburys	Flonase SPR
Allen & Hanburys	Serevent AER
Allen & Hanburys	Serevent DIS MIS
Amgen	Aranesp
Amgen	Enbrel
Amgen	Epogen

Company	Drug Name
Amgen	Kineret
Amgen	Neulasta
Amgen	Neupogen
Astrazeneca	Accolate
Astrazeneca	Arimidex
Astrazeneca	Casodex
Astrazeneca	Diprivan
Astrazeneca	Nolvadex
Astrazeneca	Seroquel
Astrazeneca	Zestril
Astrazeneca	Zoladex
Astrazeneca	Zomig
Astrazeneca	Zomig ZMT
Astrazeneca	Atacand
Astrazeneca	Atacand HCT
Astrazeneca	Entocort EC
Astrazeneca	Nexium
Astrazeneca	Prilosec
Astrazeneca	Pulmicort
Astrazeneca	Rhinocort
Astrazeneca	Toprol XL
Aventis	Allegra
Aventis	Allegra-D
Aventis	Amaryl
Aventis	Anzemet
Aventis	Arava
Aventis	Azmacourt
Aventis	Calcimar
Aventis	Carafate
Aventis	Cardizem Cap
Aventis	Cardizem Inj
Aventis	Cardizem Tab
Aventis	Gammar
Aventis	Gammar P-IV
Aventis	Intal
Aventis	Intal INH
Aventis	Nasacort
Aventis	Nasacort AQ
Aventis	Taxotere
Aventis	Trental
B. Braun	Dextrose

Company	Drug Name
B. Braun	Dextrose with sodium chloride
B. Braun	Dextrose with lactated ringers
B. Braun	Heparin with dextrose
B. Braun	Heparin with sodium chloride
B. Braun	Sodium chloride IV solution
B. Braun	Sodium chloride irrigation
Baxter	Aggrastat
Baxter	Ativan
Baxter	Bebulin VH
Baxter	Brevibloc
Baxter	Buminate
Baxter	Cisplatin
Baxter	Claforan/D5W
Baxter	Dextrose
Baxter	Doxorubicin
Baxter	Gammagard SD
Baxter	Gentam/NACL
Baxter	Gentran 40
Baxter	Gentran 75
Baxter	Gentran/Trav
Baxter	Heparin Lock
Baxter	Iveegam
Baxter	Iveegam EN
Baxter	Osmitrol
Baxter	Osmitrol VFX
Baxter	Recombinate
Baxter	Sod Chloride
Baxter	Sodium Chlor Sol
Baxter	Travasol
Baxter	Travasol w/Dextrose
Baxter	Vancocin HCL
Baxter	Vancocin/Dex
Bayer Pharmaceutical	Cipro
Bayer Pharmaceutical	Cipro Cystit Tab
Bayer Pharmaceutical	Cipro I.V.
Bayer Pharmaceutical	Cipro XR
Bayer Pharmaceutical	DTIC-DOME
Bayer Pharmaceutical	Gamimune N
Bayer Pharmaceutical	Koate-HP
Bayer Pharmaceutical	Kogenate FS
Bayer Pharmaceutical	Mithracin

Company	Drug Name
B-M Squibb	Paraplatin Inj
B-M Squibb	Blenoxane
B-M Squibb	Cytoxan
B-M Squibb	Etopophos
B-M Squibb	Rubex
B-M Squibb	Taxol
B-M Squibb	Vepesid
B-M Squibb	Ividex EC
B-M Squibb	Avapro
B-M Squibb	Buspar
B-M Squibb	Cefzil
B-M Squibb	Glucophage
B-M Squibb	Clucovance
B-M Squibb	Monopril
B-M Squibb	Plavix
B-M Squibb	Serzone
B-M Squibb	Tequin
B-M Squibb	Coumadin
Apothcon	Amikin (amikacin sulfate)
Apothcon	Fungizone (amphotercin b)
Cerenex	Amerge
Cerenex	Imitrex
Cerenex	Zofran
Dey Labs	Acetylcysteine
Dey Labs	Albuterol
Dey Labs	Cromolyn Sodium
Dey Labs	Ipratropium
Dey Labs	Metaproteren Neb
Fujisawa	Aristocort
Fujisawa	Aristospan
Fujisawa	Cefizox
Fujisawa	Cefizox/D5W
Fujisawa	Cyclocort
Fujisawa	Lyphosin
Fujisawa	Nebupent or Pentam 300
Fujisawa	Prograf
Fujisawa	Vinblastine Sulfate
Gensia	Amikacin Sulfate
Gensia	Amphotercin B
Gensia	Etoposide

Company	Drug Name
Gensia	Leucovorin Calcium
GlaxoSmithKline	Advair Diskus
GlaxoSmithKline	Agenerase
GlaxoSmithKline	Agenerase SOL
GlaxoSmithKline	Alkeran
GlaxoSmithKline	Amerge
GlaxoSmithKline	Beconase
GlaxoSmithKline	Ceftin
GlaxoSmithKline	Combivir
GlaxoSmithKline	Daraprim
GlaxoSmithKline	Epivir
GlaxoSmithKline	Epivir HBV
GlaxoSmithKline	Flonase
GlaxoSmithKline	Flovent
GlaxoSmithKline	Flovent ROTA
GlaxoSmithKline	Imitrex
GlaxoSmithKline	Kytril
GlaxoSmithKline	Lamictal
GlaxoSmithKline	Lanoxin
GlaxoSmithKline	Lanoxin Ped
GlaxoSmithKline	Leukeran
GlaxoSmithKline	Mepron
GlaxoSmithKline	Myleran
GlaxoSmithKline	Navelbine
GlaxoSmithKline	Paxil
GlaxoSmithKline	Paxil CR
GlaxoSmithKline	Purinethol
GlaxoSmithKline	Relenza
GlaxoSmithKline	Retrovir
GlaxoSmithKline	Servent
GlaxoSmithKline	Thioguanine
GlaxoSmithKline	Trizivir
GlaxoSmithKline	Valtrex
GlaxoSmithKline	Ventolin HFA
GlaxoSmithKline	Wellbutrin
GlaxoSmithKline	Zantac
GlaxoSmithKline	Ziagen
GlaxoSmithKline	Zofran
GlaxoSmithKline	Zovirax
GlaxoSmithKline	Zyban
Immunex	Leucovorin Calcium
Immunex	Leukine

Company	Drug Name
Immunex	Methotrexate Sodium
Immunex	Novantrone
Immunex	Thioplex
J&J Group (Centocor)	Remicade
J&J Group (Janssen Pharmaceutica)	Aciphex
J&J Group (Janssen Pharmaceutica)	Duragesic
J&J Group (Janssen Pharmaceutica)	Reminyl
J&J Group (Janssen Pharmaceutica)	Risperdal
J&J Group (Janssen Pharmaceutica)	Sporanox
J&J Group (Ortho McNeil Pharmaceutical)	Bicitra
J&J Group (Ortho McNeil Pharmaceutical)	Elmiron
J&J Group (McNeil-PPC)	Flexeril
J&J Group (Ortho McNeil Pharmaceutical)	Floxin
J&J Group (Ortho McNeil Pharmaceutical)	Haldol
J&J Group (Ortho McNeil Pharmaceutical)	Haldol Decan
J&J Group (Ortho McNeil Pharmaceutical)	Levaquin
J&J Group (Ortho McNeil Pharmaceutical)	Mycelex
J&J Group (Ortho McNeil Pharmaceutical)	Pancrease
J&J Group (Ortho McNeil Pharmaceutical)	Pancrease MT
J&J Group (Ortho McNeil Pharmaceutical)	Parafon Fort
J&J Group (Ortho McNeil Pharmaceutical)	Polycitra
J&J Group (Ortho McNeil Pharmaceutical)	Polycitra-K
J&J Group (Ortho McNeil Pharmaceutical)	Polycitra-K Sol
J&J Group (Ortho McNeil Pharmaceutical)	Polycitra-LC Sol
J&J Group (Ortho McNeil Pharmaceutical)	Regranex
J&J Group (Ortho McNeil Pharmaceutical)	Terazol 3
J&J Group (Ortho McNeil Pharmaceutical)	Terazol 7
J&J Group (Ortho McNeil Pharmaceutical)	Testoderm
J&J Group (Ortho McNeil Pharmaceutical)	Tolectin
J&J Group (Ortho McNeil Pharmaceutical)	Tolectin DS
J&J Group (Ortho McNeil Pharmaceutical)	Topamax
J&J Group (Ortho McNeil Pharmaceutical)	Tylenol/Cod
J&J Group (Ortho McNeil Pharmaceutical)	Tylox
J&J Group (Ortho McNeil Pharmaceutical)	Ultracet
J&J Group (Ortho McNeil Pharmaceutical)	Ultram
J&J Group (Ortho McNeil Pharmaceutical)	Urispas
J&J Group (Ortho McNeil Pharmaceutical)	Vascor
J&J Group (Ortho Biotech Products)	Procrit
J&J Group (Ortho Neutrogena)	Erycette
J&J Group (Ortho Neutrogena)	Grifulvin V
J&J Group (Ortho Neutrogena)	Monistat
J&J Group (Ortho Neutrogena)	Renova
J&J Group (Ortho Neutrogena)	Retin-A

Company	Drug Name
J&J Group (Ortho Neutrogena)	Retin-A Micr Gel
J&J Group (Ortho Neutrogena)	Spectazole Cream
Novartis	Clozaril
Novartis	Combipatch
Novartis	Comtan
Novartis	Estraderm
Novartis	Exelon
Novartis	Femara
Novartis	Lamisil
Novartis	Lamprene
Novartis	Lescol
Novartis	Lescol XL
Novartis	Lotensin
Novartis	Lotensin HCT
Novartis	Lotrel
Novartis	Miacalcin
Novartis	Parlodel
Novartis	Ritalin
Novartis	Ritalin LA
Novartis	Starlix
Novartis	Tegretol
Novartis	Tegretol XR
Novartis	Trileptal
Novartis	Vivelle
Novartis	Vivelle-DOT
Pfizer	Accupril
Pfizer	Accuretic
Pfizer	Cardura
Pfizer	Celontin
Pfizer	Dilantin
Pfizer	Dilantin-125
Pfizer	Estrostep FE
Pfizer	Femhrt 1/5
Pfizer	Lipitor
Pfizer	Lopid
Pfizer	Minizide
Pfizer	Nardil
Pfizer	Neurontin
Pfizer	Nitrostat
Pfizer	Renese
Pfizer	Rescriptor
Pfizer	Viracept

Company	Drug Name
Pfizer	Zarontin
Pfizer	Zithromax
Pfizer	Zoloft
Pfizer	Zyrtec
Pharmacia	Adriamycin PFS
Pharmacia	Adriamycin RDF
Pharmacia	Adrucil
Pharmacia	Amphocin
Pharmacia	Amphotercin B
Pharmacia	Bleomycin Sulfate
Pharmacia	Celebrex
Pharmacia	Cleocin-T
Pharmacia	Cytarabine (Cytosar-U)
Pharmacia	Depo-Testosterone
Pharmacia	Etoposide
Pharmacia	Neosar
Pharmacia	Solu-Cortef
Pharmacia	Solu-Medrol
Pharmacia	Toposar
Pharmacia	Vincasar PFS
Schering	Clarinex
Schering	Claritin
Schering	Claritin-D
Schering	Diprolene
Schering	Diprolene AF
Schering	Diprosone
Schering	Elocon
Schering	Eulexin
Schering	Integrilin
Schering	Intron-A
Schering	Lotrisone
Schering	Nasonex
Schering	Peg-Intron
Schering	Proventil
Schering	Rebetol
Schering	Sebizon
Schering	Temodar
Schering	Trinalin Rep
Schering	Vanceril
Warrick	Albuterol
Warrick	Clotrimazole

Company	Drug Name
Warrick	Griseofulvin, Ultramicrocry
Warrick	ISMN
Warrick	Oxaprozin
Warrick	Perphenazine
Warrick	Potassium Chloride
Warrick	Sodium Chloride
Warrick	Sulcrafate Tablets
Warrick	Theophylline
Sicor	Acyclovir Sodium
Sicor	Amikacin Sulfate
Sicor	Doxorubicin
Sicor	Etoposide
Sicor	Leucovorin Calcium
Sicor	Pentamidine Isethionate
Sicor	Tobramycin Sulfate
TAP	Prevacid
Watson	Dexamethasone Acetate 8
Watson	Dexamethasone Sodium Phospate
Watson	Diazepam
Watson	Estradiol
Watson	Ferrlecit
Watson	Fluphenazine HCL
Watson	Gemfibrozil
Watson	Gentamicin Sulfate
Watson	Imipramine HCL
Watson	Infed
Watson	Lorazepam
Watson	Nadolol
Watson	Perphenazine2
Watson	Propranolol
Watson	Ranitidine
Watson	Vancomycin HCL
Watson	Verapamil HCL

CERTIFICATE OF SERVICE

I, Hoa T. T. Hoang, certify that a true and correct copy of the foregoing Subpoena in A Civil Case was served on all counsel of record by electronic service pursuant to Paragraph 11 of the Case Management Order No. 2 on July 14, 2004 by sending a copy to Verilaw Technologies for posting and notification to all parties.

Hoa T. T. Hoang
Hoa T. T. Hoang